



Terms of Service

TAKE NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY ALL PROVISIONS OF IT INCLUDING THE PRIVACY AND SECURITY POLICIES (LISTED SEPARATELY), YOU MUST IMMEDIATELY LEAVE THE SITE AND CEASE USING THE SERVICES.

Welcome to the Lalo Publishing, Inc. website.

A. GENERAL

The web pages available at www.lalopublishing.com and www.ironingitout.net and all sub-domains within (the "Site") are owned and operated by the LALO PUBLISHING Inc., a Virginia corporation herein "Lalo," "us," "we," and "our"). Access to our sites, purchase of materials, submission of potential manuscripts and such other products and services, if any, (as described fully on the Site) (the "Services") are governed by these Terms of Service (referred here as the "Terms," the "Terms of Service," or the "Agreement"). The Site is accessed by you and/or your agents, employees, or assigns (the "User," "user," "you," or "your") under the following terms and conditions:

1. You agree that by using the Site and any books, material, products, services, courses, programs and/or who agrees to be bound by the terms of this Agreement.
2. Lalo, Inc., ("we" or the "Company") may, from time to time, and without notice, update or revise the Terms of Service. If we update or revise the Terms of Service, we will notify you either by email to your most recently-provided e-mail address, or by posting the updated or revised Terms of Service on the Site. Your use of the Site following any such update or revision constitutes your agreement to follow and be bound by the new Terms of Service as updated or revised. The most current Terms of Service are listed in the Terms of Service link at the bottom of the Site's home page. It is your responsibility to review the Terms of Service periodically.
3. If you or anyone acting for you violates any of the Terms of Service, we may terminate your access to the site and accounts, if any, you have established at the Site (your "Account(s)") with or without notice to you. We are not required to provide you notice before we terminate your Account(s).

B. OWNERSHIP OF SITE CONTENT

1. You are on notice that all materials displayed including artwork and book design on the Site (including, but not limited to text, graphics, games, lessons, instructions, applications, news, photographs, images, illustrations, audio clips and video clips, collectively, the "Content") may constitute LALO PUBLISHING, INC.'S or the named author or book designers' intellectual property and accordingly would be protected by copyright and/or

trademark, pursuant to U.S. and other laws. The Site and the Content may only be used in accordance with these Terms of Service. While we may graphically upload manuscripts, material created by us, or material submitted to us, you may not modify, publish, transmit, participate in the transfer or sale of, reproduce (unless otherwise provided in the Terms of Service), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

2. You acknowledge all copyright notices, information, and restrictions contained in any Content accessed through the Site and agreed to be bound thereby.
3. Unless you acquire rights, title and copyrights to a specific work, you may access the Content, and other material displayed on the Site or available from the Site only for personal use by you or used by others who are bound by this Agreement.
4. You or anyone using the site for your benefit shall not store any of the Content in any form from the Site unless otherwise explicitly permitted on the Site or specific written permission is granted by Lalo including purchase from us on forms provided. Unless agreed otherwise, in writing, downloading, copying, forwarding or storing of any Content is expressly prohibited, or from such other copyright holder as may be identified in such Content's copyright notice.
5. Except for the limited license for you or someone acting for your benefit to access and make use of the Site, your use or access to the Site does not grant you any rights in or to the intellectual property of Lalo or any third-party. The limited license referred to here is personal to you or to someone acting for your benefit. It is not transferable and not sub-licensable. As noted earlier, this limited license can only be exercised with your agreement to be bound by the Terms of Service.
6. You agree not to attempt to penetrate, hack, invade, damage or replicate all patterns, logarithms, algorithms, formulae and data in the program files, and in the servers driving the program files may be Lalo's proprietary information and constitute "trade secret" as defined, without limitation, in the Virginia and other State's Uniform Trade Secrets Acts.

C. CONSENT TO RECEIVE EMAIL.

1. If you register to use this Site and Lalo Services, you hereby consent to receive periodic newsletters and other types of email communications from us, including customer service issues, new author signings or talks or other service offers and other matters. You may choose to opt out of certain newsletter and announcement email correspondence; however, Lalo reserves the right to email you at any time regarding issues related to your Account and your use of the Site and Service.

SITE FEES AND PAYMENT

1. The book products may be viewed without cost; however, purchase of books or other services provided by Lalo on the Site require payment of fees. User shall pay all applicable fees, as described on the Site in connection with such Products or Services, if selected by User.

2. Lalo, Inc. reserves the right to change its price list and to institute new charges at any time, upon ten (10) days prior notice to User, which may be sent by email or posted on the Site. Use of the Services by User following such notification constitutes User's acceptance of any new or increased charges or other changes.
3. You are responsible for all applicable purchase of product or service fees and charges incurred, including applicable taxes, and all subscriptions made by you or by anyone that has used your Account(s), including your family or friends.

D. ACCESS TO THE SERVICES.

1. Subject to these Terms of Service, Lalo may offer to provide certain Products or Services as are selected by User through the process provided on the Site, solely for User's own personal use, and not for the use or benefit of any third party except as agreed. Products and Services shall include, but not be limited to, any products or services Lalo, Inc. performs for User, as well as the offering of any content on the Site. Lalo, Inc. may change, suspend or discontinue any of the Products and/or the Services at any time, including the availability of any feature, database, or content.
2. User shall be responsible for obtaining and maintaining any electronic equipment or ancillary services needed to connect to, access the Site or otherwise use the Services, including, without limitation, modems, hardware, software, internet service and long distance or local telephone service. User shall be solely responsible for ensuring that such equipment or ancillary services are compatible with the Services.

E. TERMINATION AND REFUND POLICY.

1. You may terminate certain of the Services at any time by contacting Lalo. **Company may also terminate or suspend any and all Services and access to the Site immediately, without prior notice or liability, if User breaches any of the terms or conditions of the Terms of Service. Any fees paid or accrued hereunder are non-refundable.**

F. EFFECT OF TERMINATION.

1. Upon termination of the User's Account(s) for agreed Services, User's right to use the Services, access the Site, and any Content as provided in the Terms of Service will immediately cease; except that User may view content on the site as a member of the general public.
2. All provisions of the Terms of Service, which by their nature should survive termination shall survive termination, including, without limitation, intellectual property ownership provisions, warranty disclaimers, indemnity, privacy policy, medical disclaimer, limitations of liability and miscellaneous.

G. LINKS TO OTHER WEB SITES AND SERVICES.

1. This Site may contain links to other websites. With the exception of www.ironingitout.net, Lalo does not endorse these websites, is not responsible for them, and does not control the availability, accuracy, reliability, content, associated links, privacy and security practices, resources, or services associated with a third party site.
2. You agree that Company shall not be liable for any loss or damage of any sort associated with your use of third party content. Links and access to these sites may be provided for your convenience only and should you choose to access such other sites you acknowledge that you do so voluntarily and assume all risk.

G. RESTRICTIONS.

1. User is solely responsible for all of its activity in connection with the Books, Material or Services purchased by User through the Site and use of the Site's communication system including blogs, if any.
2. Any fraudulent, abusive, illegal or otherwise inappropriate activity are grounds for termination of User's right to Services or to access the Site. Except as agreed otherwise, User may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other User.

H. WARRANTY DISCLAIMER.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LALO AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, CONSULTANTS AND/OR EMPLOYEES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. YOU/ALL USERS AGREE THAT USE OF THE SITE AND SERVICES ARE AT HIS/HER/ITS OWN SOLE RISK AND THAT THE PRODUCTS, SERVICES, CONTENT, SITE AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. LALO MAINTAINS THE SITE ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT YOU WILL HAVE ACCESS TO THE SITE. INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. YOU AGREE THAT YOUR USE OF THE SITE AND SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD COMPANY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF (OR LOSS OF ACCESS TO OR LOSS OF USE OF) THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO ANY OF YOUR COMPUTERS OR DATA.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE NO RIGHT, BASED IN PROPERTY OR OTHERWISE, TO ANY DATA CREATED THROUGH OR GENERATED BY YOUR ACCESS TO OR USE OF THE SITE AND/OR SERVICES. YOU ACKNOWLEDGE THERE IS A RISK OF DATA LOSS, INCLUDING

CATASTROPHIC DISK FAILURE WHICH COULD RESULT IN A LOSS OF ALL DATA. YOU AGREE THAT YOU WILL NOT HOLD COMPANY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM SUCH LOSS.

I. LIMITATION OF LIABILITY.

IN NO EVENT SHALL LALO OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND/OR EMPLOYEES BE LIABLE WITH RESPECT TO THE SITE OR THE SERVICES FOR (I) ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY USER, IF ANY, THEREFOR; (II) LOST PROFITS, LOST DATA, OR FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION GOOD FAITH AND REASONABLE CARE ARISING OUT OF YOUR ACCESS TO OR USE OF THE SITE; OR (III) ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER. LALO DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED THROUGH THE SITE AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF A FAIR BASIS OF THE AGREEMENT BETWEEN COMPANY AND YOU. YOU UNDERSTAND THAT THE SITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

J. LIQUIDATED DAMAGES.

1. You acknowledge and agree that it would be difficult to ascertain the exact amount of damages that Company would suffer as the result of the damage to or theft of Content, especially if stolen Content is exploited for commercial use in print or on a website or any other digital medium. Therefore, you agree that, in the event you damage, steal, copy without authorization or otherwise misappropriate Content, Company is entitled to recover from you liquidated damages in the amount of five thousand (\$5,000.00) dollars per graphic or image, product or application that is damaged, stolen, copied without authorization or otherwise misappropriated. You agree that this amount represents a reasonable, minimal, estimate of the damage that Company would suffer but does not in any way limit actual damages, if so pursued.
2. ANY ACTION BY LALO TO ENFORCE THIS SECTION SHALL NOT BE DEEMED A WAIVER OF COMPANY'S RIGHT TO PURSUE, AT COMPANY'S SOLE DISCRETION, ANY AND ALL OTHER REMEDIES AVAILABLE TO IT UNDER THIS AGREEMENT OR BY LAW.

K. IRREPARABLE INJURY.

1. You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third-party rights by you would cause irreparable injury to Company and would therefore entitle Company to injunctive relief without any additional showing of irreparable injury or harm.

L. INDEMNITY.

1. User will indemnify and hold Lalo, its parents, subsidiaries, affiliates, officers directors, consultants and/or employees, harmless, including by paying costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of User's access to the Site, use of the Services, the violation of the Terms of Use by User, or the infringement by User, or any third party using the User's Account(s), of any intellectual property or other right of any person or entity.

M. USE OF THE BLOG.

1. Lalo may provide one or more blogs connected to and accessed through the Site.
2. By posting a message, uploading a file, or engaging in any other form of communication via the blog or the Site, you are granting Lalo a perpetual, royalty-free and irrevocable permission, right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer, and/or sell any such plan, opportunity, messages, files or communications.
3. In any blog communication, you additionally agree to abide by the following rules in connection with your use of the blog area of the Site:
 - not to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others.
 - not to impersonate any person or entity.
 - not to pose as a Company employee or officer, a Site leader, or falsely state or otherwise misrepresent your affiliation with a person or entity.
 - not to post messages that contain material that is inappropriate, profane, defamatory, infringing, obscene, or indecent. This includes any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party. You agree to give attribution to others when you quote or paraphrase materials owned by others.
 - not to upload files, or cause Users to upload files, that contain viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of another's computer.
 - not to conduct any business or commercial venture based on the Site or to allow others to do so.
 - not to violate any applicable local, state, national or international law, rule or regulation in connection with your use of the blog area if supplied by Lalo.

If you suspect that anyone is violating the above rules, you may report your concerns to the Company at Info@lalopublishing.com.

N. PROHIBITED USES.

1. Without limitation to other prohibited uses specified elsewhere in this Agreement, you are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation,

Last Updated 6-20-2020

(a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Services, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Services, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site or Services to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any part of the header information in any e-mail or in any posting using the Services; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Site or Services. Any violation of system or network security may subject you to significant civil and/or criminal liability.

S. PRIVACY POLICY

Lalo Publishing, Inc.'s Privacy Policy is hereby incorporated by reference into the Terms of Service and is part of this agreement. The Privacy Policy is posted separately on the website.

T. COPYRIGHT POLICY.

1. Information available through and from the Site is the property of Lalo Publishing, Inc. and is protected by copyright and other intellectual property laws. Worldwide rights reserved.
2. You are entitled to use the information from the Site only for your personal, non-commercial use. You may not reproduce, retransmit, disseminate, sell, publish, broadcast, or circulate any information you obtain from the Site without the express written consent of Lalo.
3. All books workbooks, audio books, training materials, online courses and other items submitted by authors or his/her agent are copyrighted by the author or owner of the particular work.

U. SEVERABILITY; WAIVER

1. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and shall be limited or eliminated to the minimum extent necessary so that the Terms of Service shall otherwise remain in full force and effect and enforceable. The remaining portions will remain in full force and effect.
2. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

V. DISPUTE RESOLUTION

BY USING THE SITE OR SERVICES, OR DOWNLOADING BOOKS OR OTHER CONTENT FROM OR REGISTERING FOR THE SERVICES, YOU THEREBY AGREE WITH COMPANY THAT, YOU WILL SEEK TO RESOLVE ANY DISPUTE OR CLAIM UNDER THIS AGREEMENT WHICH CANNOT BE RESOLVED BY DIRECT DISCUSSION BY USE OF MEDIATION IN GOOD FAITH THROUGH AN INDEPENDENT MEDIATOR CHOSEN BY LALO PUBLISHING, INC.. SUCH MEDIATION TO BE HELD IN NORTHERN VIRGINIA UNLESS AGREED OTHERWISE. IN THE EVENT THE DISPUTE CANNOT BE RESOLVED IN MEDIATION AFTER A REASONABLE PERIOD OF TIME. EACH PARTY RESERVES THE RIGHT TO PURSUE ANY REMEDY AVAILABLE AT LAW OR EQUITY. VENUE FOR SUCH LEGAL ACTION, IF REQUIRED, SHALL BE WARREN COUNTY, VIRGINIA UNLESS AGREED OTHERWISE.

AS USED IN THIS AGREEMENT, A "DISPUTE" IS ANY CLAIM OR DISPUTE YOU HAVE AGAINST OR WITH LALO OR COMPANY INDEMNIFIED PARTIES, OR ANY CLAIM LALO HAS AGAINST OR WITH YOU, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SITE, THE SERVICES OR PRODUCTS OR ANY ADVERTISING RELATING TO THE SITE OR SERVICES, INCLUDING THE ENFORCEABILITY OF THIS AGREEMENT TO MEDiate FIRST; BUT SPECIFICALLY EXCLUDING: CLAIMS BY LALO TO ENFORCE ITS INTELLECTUAL PROPERTY RIGHTS AND/OR TO PREVENT OR REMEDY UNFAIR COMPETITION, MISAPPROPRIATION OF TRADE SECRETS, UNAUTHORIZED ACCESS, FRAUD OR COMPUTER FRAUD, AND/OR INDUSTRIAL ESPIONAGE OR TO ENFORCE A CONTRACT TO PURCHASE ART OR OTHER PRODUCT THROUGH LALO.

MOREOVER, NEITHER PARTY IS PRECLUDED FROM SEEKING RELIEF IN A COURT LOCATED IN WARREN COUNTY, VIRGINIA, FOR PROVISIONAL REMEDIES, INCLUDING TEMPORARY RESTRAINING ORDERS, PRELIMINARY INJUNCTIONS, AND RECEIVERSHIPS, PENDING ARBITRATION OR COMPREHENSIVE LITIGATION, TO THE EXTENT AUTHORIZED ABOVE. BY USING OR DOWNLOADING CONTENT FROM OR REGISTERING FOR OR USING THE SITE OR SERVICES, YOU ARE FURTHER AGREEING WITH COMPANY THAT NEITHER YOU NOR LALO. WILL JOIN ANY ARBITRAL CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT, ARBITRATION OR OTHER PROCEEDING; THAT NO CLAIM WILL BE RESOLVED ON A CLASS-WIDE BASIS; AND THAT NEITHER YOU NOR LALO WILL ASSERT ANY CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE. BY USING OR DOWNLOADING CONTENT FROM OR REGISTERING FOR OR USING THE SITE OR SERVICES, YOU ALSO ARE AGREEING WITH LALO THAT YOU AND LALO HEREBY WAIVE THE RIGHT TO A JURY TRIAL FOR ANY CLAIM. WHETHER SUCH CLAIM IS AGAINST YOU, COMPANY OR A COMPANY INDEMNIFIED PARTY, BOTH YOU AND LALO STILL AGREE TO WAIVE TRIAL BY JURY FOR THAT CLAIM.

W. MISCELLANEOUS.

1. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
2. Lalo shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Lalo's reasonable control, including, without

limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference), acts of terrorism or weather-related delay in delivery of product purchased on the site.

3. Lalo Publishing, Inc. may freely assign the Terms of Service.
4. This Terms of Service agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to the conflict of provisions thereof.
5. Both parties agree that the Terms of Service including the Privacy Policy are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of the Terms of Service, and that all modifications hereto must be in a writing signed by both parties, except as otherwise provided herein. If there is any conflict between the Terms of Service and any additional terms, conditions, and rules posted by Lalo on the Site, Lalo shall resolve the conflict in its sole discretion. No agency, partnership, joint venture, or employment is created as a result of the Terms of Service and User does not have any authority of any kind to bind Company in any respect whatsoever.

All copyrights and trademarks of other product or service suppliers whose material is accessible from the Site are the property of their respective owners.